

NIST
PERSONAL IDENTITY VERIFICATION (PIV) DEMONSTRATION AGREEMENT
SAMPLE

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This PIV Demonstration Agreement ("Agreement") is entered into by and between XXXX, a XXXX corporation with its principal office at XXXX("Collaborator") and National Institute of Standards and Technology, a government agency with an office at 100 Bureau Drive, Stop 2200, Gaithersburg, MD, 20899-2200 ("NIST").

Article 1. Purpose and Authority

- a. The purpose of the NIST Personal Identity Verification (PIV) Demonstration Agreement is to provide NIST with the opportunity to provide proof of concept demonstrations of systems and components developed to support Federal Information Processing Standard (FIPS) 201 (25 Feb 2005), *Personal Identity Verification (PIV) of Federal Employees and Contractors*, and to demonstrate the interoperability of PIV cards. NIST does not evaluate commercial products under this agreement and will not endorse any product or service used pursuant to this agreement.
- b. The parties enter into this agreement pursuant to the authorities granted to NIST under Title 15 United States Code section 3710a and Title 15 United States Code Sections 271 *et seq.*

Article 2. Research Plan

- a. The Statement of Work (SoW) of this Agreement, its duration, and its objectives are detailed in Appendix A. The research under this Agreement shall be performed on a reasonable efforts basis.

- b. Each Party's contribution to this Agreement is listed in Appendix A. NIST cannot contribute funds to this Agreement.

Article 3. Publication

Except as otherwise provided in this Agreement, the Parties are encouraged to make publicly available the results of the research conducted under this Agreement.

Article 4. Intellectual Property

- a. The parties do not intend to create intellectual property (IP) while working under this agreement. The Collaborator affirmatively declines licensing or other rights in IP developed by NIST under this Agreement.
- b. Pursuant to Title 17 United States Code Section 105, works created by employees of NIST are not subject to copyright protection within the United States and are in the public domain.
- c. Pursuant to the Federal Technology Transfer Act of 1986, the United States Government shall normally retain a nonexclusive, nontransferable, irrevocable, paid up license to practice or have practiced, for Government research or other Government purposes, Collaborator-sole inventions made pursuant to this Agreement.

Article 5. Confidentiality

It is the intent of the parties that no proprietary information be exchanged under this agreement. However, in the event that an exchange of proprietary information is necessary, each party agrees to limit its disclosure of Proprietary Information to the other party to the amount necessary to carry out the work statement of this Agreement. The Collaborator shall place a "Proprietary Information" or "Confidential" notice on all information it delivers to NIST under this Agreement, which the Collaborator asserts is proprietary. NIST will use such Proprietary Information only for the purposes described in this Agreement. Except where NIST is legally obligated to release information pursuant to the Freedom of Information Act (5 U.S.C. 552), or other requirement of law, Proprietary Information shall not be disclosed or otherwise made available. The Collaborator agrees that NIST is not liable for the disclosure of information designated as Proprietary, which, after notice to and consultation with the Collaborator, NIST determines, may not lawfully be withheld or which a court of competent jurisdiction requires disclosed.

These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the

statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

Article 6. Miscellaneous

- a. The U.S. Government shall not be responsible for damage to any property of the Collaborator provided to NIST or acquired by NIST pursuant to this Agreement.
- b. **NO WARRANTY.** THE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITIONS OF THE RESEARCH OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR PRODUCT.
- c. Collaborator shall not use the name of NIST or the Department of Commerce on any advertisement, product or service, which is directly or indirectly, related to this Agreement.
- d. THE COLLABORATOR AGREES TO COMPLY WITH UNITED STATES EXPORT LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (22 CFR PART 121 ET SEQ.) AND THE DEPARTMENT OF COMMERCE EXPORT REGULATIONS (15 CFR PART 770 ET SEQ.). THE COLLABORATOR AGREES THAT DURING THE PERFORMANCE OF WORK UNDER THIS AGREEMENT, NO TECHNICAL DATA CREATED UNDER THIS AGREEMENT WHICH IS CONTROLLED BY U.S. EXPORT LAWS AND REGULATIONS SHALL BE DISCLOSED TO ANY FOREIGN NATIONAL, FIRM, OR COUNTRY, INCLUDING FOREIGN NATIONALS EMPLOYED BY THE COLLABORATOR, WITHOUT THE COLLABORATOR FIRST OBTAINING THE APPROPRIATE LICENSES OR APPROVALS, IF NECESSARY.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as follows:

Signatory for the Collaborator: XXXX Corporation

(Name)

(Title)

Date

Mailing Address for Notices:

XXXX
XXXX
XXXX

Signatories for National Institute of Standards and Technology:

NIST Counsel

Date

Laboratory Director

Date

Chief, Office Technology Partnerships

Date

**Appendix A
The Research Plan**

1. NIST's Principal Investigator:

2. Collaborator's Principal Investigator (please provide name, mail address, and telephone number):

XXXX
XXXX
XXXX

3. Starting date and duration for the PIV Demonstration Agreement: This agreement shall remain in effect for 2 years from the signing date.

4. Collaborator Personnel, Services, Equipment, and/or Funds Contributions are listed as Follows:

Collaborator will install and possibly provide training on the use of installed equipment. Collaborator will provide the following equipment:

XXXX
XXXX

5. NIST Personnel, Services, Facilities, Intellectual Property, and/or Equipment Contributions are listed as Follows: (NIST management reserves the right to replace these staff members at its sole discretion.)

6. Collaborator's Project Team (please list):

Name

Telephone

XXX

XXX-XXX-XXXX

7. Statement of Work:

Objectives:

There are four primary objectives of NIST Personal Identity Verification (PIV) Demonstration. First, the PIV Demonstration will provide NIST with the opportunity to

provide proof of concept demonstrations of various configurations of commercially available products that support Federal Information Processing Standard 201 (FIPS 201) and companion Special Publications. Second, the PIV Demonstration will allow NIST to demonstrate the interoperability of PIV cards that have been certified by the NPIVP certification laboratories. Third, the demonstrations will provide all Federal agencies with the opportunity to view and participate in demonstrations of commercially available products that the agencies may want to use in their future FIPS 201 implementations. Finally, the results of the Demonstration will provide feedback to NIST about the clarity and interoperability of FIPS 201 and companion Special Publications, as well as the efficacy of the certification test suite.

NIST's participation is limited to demonstration of interoperability. Thus, NIST will not collaborate on developmental activities related to any equipment supplied under this agreement. Further, development work by the Collaborator on its product(s) is not within the subject matter of this Agreement.

Detail of Research Approach:

The research approach is based on the notional diagram of the PIV system located in Section 3.1 of FIPS 201 (see below). The notional diagram identifies the components of the system, which include the PIV issuance and card management component, the PIV front-end component, and the access control component. The Demonstration will combine products required for each of the three functional components to create a demonstration of the PIV system. For example, the card issuance and management system will contain a PIV card printer that issues a PIV Card. The PIV Card is then used by varying access control systems to authenticate cardholder.

Since the facilities for the Demonstration are too small to accommodate demonstrations of all of the products at the same time, a schedule of configurations will be developed to manage facility use. The schedule will be based on the properties of the products selected for inclusion into the Demonstration. For example, if a card issuance and management system only issues a smart card from a particular card manufacturer, then the two products will be combined as one configuration of a card issuance and management solution. The final schedule will be distributed to all vendors after all selected participants have signed the CRADA agreements.

After the schedule has been created, a notice will be sent to Federal agencies inviting them to participate in each of the demonstrations. The agencies will have the opportunity to view the demonstrations and participate in some aspects of the demonstrations, such as trying a particular card in a logical access control system.

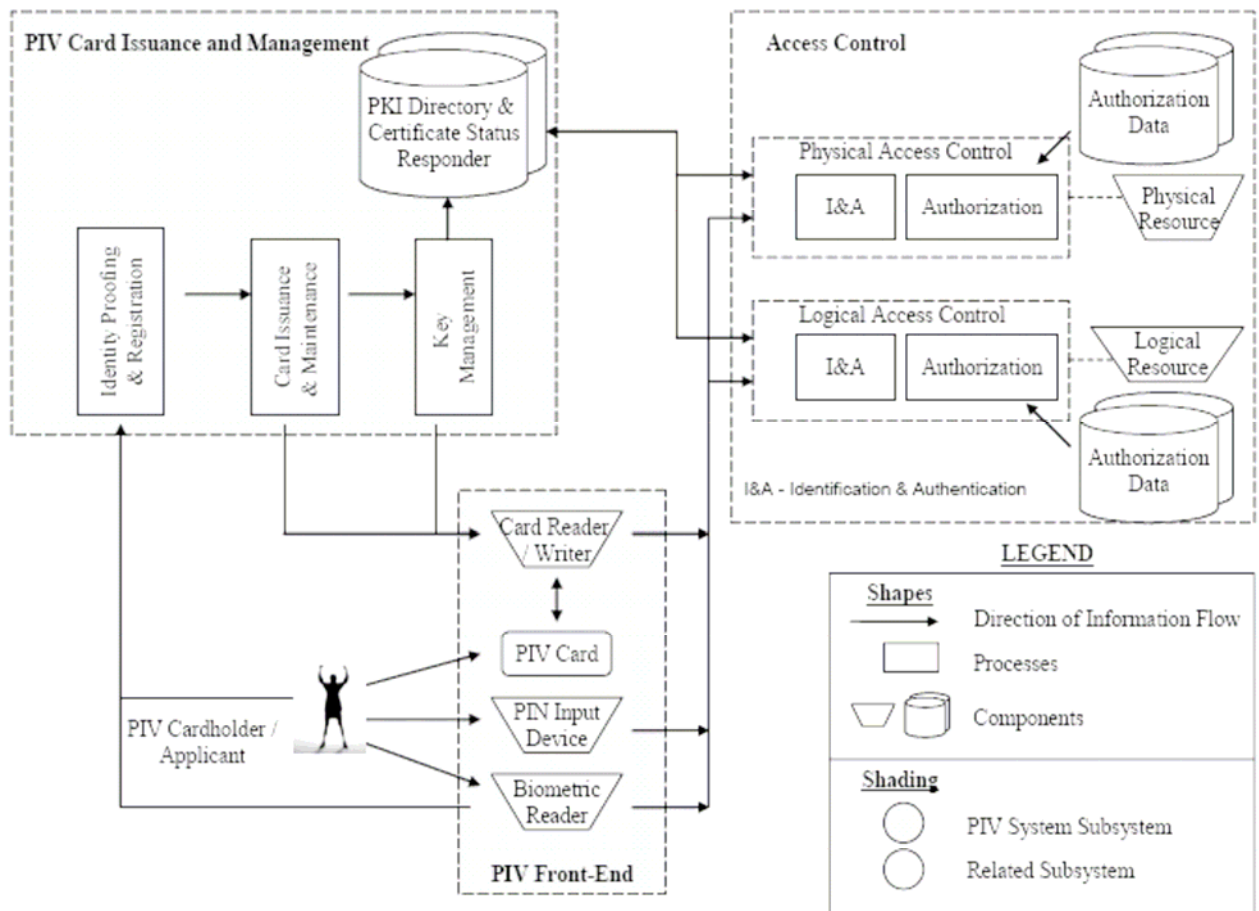


Figure 3-1. PIV System Notional Model

This space is reserved for vendor-specific information:

The vendor should provide specific information about what product(s) will be provided and any special constraints for the use of the product(s) in the demonstration.